

**ORDER 2021-92  
IN RE SETTLEMENT AGREEMENT**

**THE MAJESTIC STAR CASINO, LLC  
21-MS-03**

After having reviewed the attached Settlement Agreement, the Indiana Gaming Commission hereby:

**APPROVED**

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APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 25<sup>th</sup> DAY OF MAY, 2021.**

**THE INDIANA GAMING COMMISSION:**



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Michael B. McMains, Chair

ATTEST:



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Jason Dudich, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

**IN RE THE MATTER OF:** )  
 ) **SETTLEMENT**  
**THE MAJESTIC STAR CASINO, LLC** ) **21-MS-03**

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and The Majestic Star Casino, LLC (“Majestic Star”) (collectively, the “Parties”) desire to enter into this settlement agreement (“Agreement”) prior to the initiation of a disciplinary proceeding pursuant to 68 IAC 13-1-18(a). The Parties stipulate and agree that the following facts are true:

**FINDINGS OF FACT**

1. 68 IAC 2-2-1(d) provides the applicant's key persons, substantial owners, and any other persons deemed necessary to allow the commission to ensure the applicant meets the statutory criteria for licensure set forth in IC 4-33, IC 4-35, and this title must complete and submit a Personal Disclosure Form 1 (PD1) application for occupational license under 68 IAC 2-3-1.
2. 68 IAC 2-3-4(a)(7) provides an applicant is under a continuing duty to disclose any changes in the information submitted to the commission.
3. 68 IAC 2-3-9.1(a)(6) provides all occupational licensees must submit, in writing, to the any other information that would affect the occupational licensee's suitability to maintain a license under the Act or this rule.
4. 68 IAC 2-3-9.1(b) provides the written document setting forth the information required by subsection (a) must:
  - (1) set forth the name and occupational license number of the individual; and
  - (2) be submitted within ten (10) calendar days of the change or the occurrence of the event.
5. On January 25, 2021, the Commission’s Director of Background Investigations requested an update for a Level One Licensee’s PD1 application since he was to be involved in a transaction whereby a former Level One Licensee’s shares were to be purchased. The Level One Licensee had a duty to update personal information that was previously submitted to the Commission which included responses to certain questions in the PD1 application and financial submissions.
6. On January 25, 2021, the Level One Licensee acknowledged receipt of the email correspondence and stated that it would be taken care of.

7. On March 1, 2021, the Level One Licensee submitted financial updates to the Commission's Director of Financial Investigations as requested.
8. On March 4, 2021, the Commission's Director of Background Investigations requested documentation from the Level One Licensee regarding a transfer of shares between certain shareholders in February 2021.
9. On March 11, 2021, the Level One Licensee notified the Commission's Director of Background Investigations that he was in the process of updating his form and the relevant transactions.
10. On March 17, 2021, the Level One Licensee provided a written explanation for the share transfers and supporting documents.
11. On April 7, 2021, the Level One Licensee provided the updated PD1 exhibits to the Commission. The Level One Licensee did not timely update his PD1 application.

### **TERMS AND CONDITIONS**

Commission staff alleges that the acts or omissions of Majestic Star by and through its agents as described herein constitute a breach of IC 4-33, IC 4-38, 68 IAC, the Emergency Rules for Sports Wagering, and/or Majestic Star's approved internal control procedures. The Commission and Majestic Star hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Majestic Star.

Majestic Star shall pay to the Commission a total of \$2,500 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in the Findings of Fact of this Agreement. This Agreement extends only to those violations and findings of fact specifically alleged in the findings above. If the Commission subsequently discovers facts that give rise to additional or separate violations, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described in the findings above.

Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Majestic Star agrees to promptly remit payment in the amount of \$2,500 and shall waive all rights to further administrative or judicial review.

This Agreement constitutes the entire agreement between the Parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

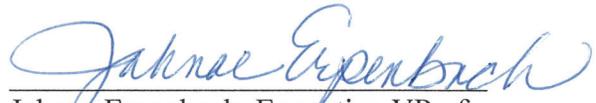
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically as if the original had been received.

This Agreement shall be binding upon the Commission and Majestic Star.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.

\_\_\_\_\_  
Sara Gonso Tait, Executive Director  
Indiana Gaming Commission

\_\_\_\_\_  
Date

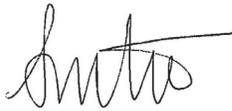
  
\_\_\_\_\_  
Jahnae Erpenbach, Executive VP of  
Operations & GM  
The Majestic Star Casino, LLC.

  
\_\_\_\_\_  
Date

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\_\_\_\_\_  
Sara Gonso Tait, Executive Director  
Indiana Gaming Commission

5/24/21

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jahnae Erpenbach, Executive VP of  
Operations & GM  
The Majestic Star Casino, LLC.

\_\_\_\_\_  
Date